Supreme Court, U.S.
FILED
Aug 12 2005
OFFICE OF THE CLERK

No. 04-1264

IN THE

Supreme Court of the United States

BUCKEYE CHECK CASHING, INC.,

Petitioner,

v.

JOHN A. CARDEGNA AND DONNA REUTER,

Respondents.

On Writ of Certiorari to the Supreme Court of Florida

JOINT APPENDIX

F. PAUL BLAND
Counsel of Record
TRIAL LAWYERS FOR PUBLIC JUSTICE, P.C.
1717 Massachusetts Ave., N.W.
Washington, DC 20036
(202) 797-8600

Counsel for Respondents

CHRISTOPHER LANDAU
Counsel of Record
KIRKLAND & ELLIS LLP
655 Fifteenth St., N.W.
Washington, DC 20005
(202) 879-5000

Counsel for Petitioner

PETITION FOR CERTIORARI FILED MARCH 21, 2005
CERTIORARI GRANTED JUNE 20, 2005

TABLE OF CONTENTS

Page

Relevant Docket Entries,
Fifteenth Judicial Circuit of Florida 1

Relevant Docket Entries,
U. S. District Court, Southern District of Florida 6

Relevant Docket Entries,
Fourth District Court of Appeal of Florida 8

Relevant Docket Entries,
Florida Supreme Court 10

Complaint,
Feb. 1, 2001 12

Deferred Deposit and Disclosure Agreement - Cardegna,
Oct. 28, 1999 (Ex. A, Mot. to Compel Arbitration) 35

Deferred Deposit and Disclosure Agreement - Cardegna
May 11, 2000 (Ex. A, Mot. to Compel Arbitration) 37

Deferred Deposit and Disclosure Agreement - Reuter,
May 12, 2000 (Ex. A, Mot. to Compel Arbitration) 39

Deferred Deposit and Disclosure Agreement - Reuter,
Sept. 12, 2000 (Ex. A, Mot. to Compel Arbitration) 41

The following materials are omitted from this Joint Appendix because they appear on the following pages of the Appendix to the Petition for Certiorari:

Opinion, Supreme Court of Florida
Jan. 20, 2005 ..... 1a

Opinion, District Court of Appeal of Florida
Jul. 24, 2002 ..... 27a

Order, Fifteenth Judicial Circuit of Florida
Aug. 6, 2001 ..... 33a

FIFTEENTH JUDICIAL CIRCUIT OF FLORIDA

Report Selection Criteria

Case ID: 502001CA001162XXOCAJ
Docket Start Date:
Docket Ending Date:

Case Description

Case ID: 502001CA001162XXOCAJ
Case Caption: JOHN A CARDEGNA V BUCKEYE CHECK CASHING
Division: AJ - BARKDULL
Filing Date: Thursday, February 01st, 2001
Court: CA - CIRCUIT CIVIL
Location: MB - MAIN BRANCH
Jury: Y - Jury
Type: OC - OTHER CIRCUIT
Status: AS - REDISPOSED

Filing Date	Docket No.	Docket Text
2/01/01	1	(COMPLAINT); JR.-NOJR/CT-NOCT = Y W/ATTACHMENTS
		***
3/20/01	10	(NOTICE OF REMOVAL TO FEDERAL COURT); COMPANY NAME IS BUCKEYE CHECK CASHING INC DBA CHECKSM TO U.S. DISTRICT COURT FOR SOUTHERN DISTRICT OF FLORIDA.

		W.P.B., DIV., WITH COPY OF SAME ATTCHED HERETO; (UPDATE/CHANGE OR CORRECT CASE STATUS ONLY) KM
04/02/01	11	(LETTER OF CORRESPONDENCE) TO CHERYL L. MARTONE, DTD 3/30/01, RE: ATTACHED COPY OF ORDER OF REMAND BACK TO FIFTEENTH JUDICIAL CIRCUIT CT.; (UPDATE/CHANGE OR CORRECT CASE STATUS ONLY) KM
		***
04/06/01	13	(NOTICE) OF DEFT, BUCKEYE CHECK CASHING, INC., OF REFILING OF ANSWER TO COMPLAINT, W/COPY OF SAME ATTACHED HERETO
04/06/01	14	(MOTION TO COMPEL) OF DEFT, BUCKEYE CHECK CASHING, INC., ARBITRATION AND STAY PROCEEDING, W/ATTACHED MEMORANDUM OF LAW & EXH. "A"
04/06/01	15	(MOTION FOR PROTECTIVE ORDER) OF DEFT, BUCKEYE CHECK CASHING, INC., STAYING DISCOVERY UNTIL AFTER RESOLUTION OF BUCKEYE'S MOTION TO COMPEL ARBITRATION,

		W/ATTACHED MEMORANDUM OF LAW & EXH. "A"
		***
07/05/01	23	(BRIEF) (SUPPLEMENTAL) OF DEFT, BUCKEYE CHECK CASHING, INC., IN FURTHER SUPPORT OF ITS MOTION TO COMPEL ARBITRATION AND STAY PROCEEDING
07/16/01	24	(MEMORANDUM) OF PLTFS, JOHN A. CARDEGNA AND DONNA REUTER, IN OPPOSITION TO DEFT CHECKSMART'S MOTION TO COMPEL ARBITRATION AND STAY LITIGATION PENDING ARBITRATION (CT NOT A TO FILE)
08/06/01	25	(LETTER OF CORRESPONDENCE) TO JUDGE BARKDULL, FROM E. CLAYTON YATES, DTD 8/02/01 RE: PROPOSED ORDER DENYING DEFT'S MOTION TO COMPEL ARBITRATION (CT NOTA TO FILE)
08/06/01	26	(ORDER) DENYING DEFT BUCKEYE CHECK CASHING, INC.'S MOTION TO COMPEL ARBITRATION AND STAY PROCEEDING. SEE ORDER FOR DETAILS. DTD 8/06/01 T BARKDULL

08/31/01	27	(NOTICE OF NON FINAL APPEAL); BOOK NUMBER = 12887 PAGE NUMBER = 00155; COMPANY NAME IS BUCKEYE CHECK CASHING INC DBA CHECKSM; ATTORNEY NAME IS JOHN R HART; NBR OF PAGES = 00007 TO 4DCA ORDER RENDERED 8/6/01 -COPY ATTACHED- CC 4DCA 8/31/01 W/CK#9121. MC
		***
09/11/01	29	(ACKNOWLEDGMENT FROM 4TH DCA) APPEAL FILED 8/31/01 GIVEN 4DCA CASE NO. 4D01-3549 AND IS A NON-FINAL APPEAL
		***
09/23/02	33	(MANDATE FROM APPEALS COURT) 4D01-3549 - 9/2/0/02- OPINION FILED 7/24/02 - REVERSED AND REMANDED
10/03/02	34	(MOTION); NBR OF PAGES = 00000 OF DFT, BUCKEYE CHECK CASHING, INC., FOR AN ORDER COMPELLING ARBITRATION & STAYING PROCEEDINGS CONSISTENT W/THE 4TH DISTRICT COURT OF APPEAL'S RULING, WITH ATTCHD TABS 1 THRU 3
		***

10/22/02	36	(ORDER); NBR OF PAGES - 00000 COMPELLING ARBITRATION AND STAYING PROCEEDINGS. MOTION IS GRANTED. ACTION REFERRED TO ARBITRATION, ALL PROCEEDINGS ARE STAYED PENDING COMPLETION OF ARBITRATION.
03/07/05	37	FROM SUPREME COURT OF FL SC02-2161 3/3/05 4DCA NO. 4D01-3549 MOTION FOR STAY OF PROCEEDINGS IS HEREBY GRANTED AND PROCEEDINGS IN THIS CT, 4DCA & IN THE CIRCUIT COURT ARE HEREBY STAYED TO & INCLUDING 4/4/05.
03/14/05	38	FROM SUPREME COURT OF FLORIDA SC02-2161 3/3/05 4DCA NO. 4D01-3549 RESPONDENT'S MOTION FOR STAY OF PROCEEDING IS HEREBY GRANTED AND PROCEEDINGS IN THIS COURT, 4DCA & CIRCUIT CT ARE HEREBY STAYED TO & INCLUDING 4/4/05. TO ALLOW RESPONDENT TO SEEK REVIEW IN THE SUPREME CT AND OBTAIN ANY FURTHER STAY FROM THAT COURT. W/COURT NOTATION TO FILE.

U.S. District Court

Southern District of Florida (W. Palm Beach)

CIVIL DOCKET FOR CASE #: 01-CV-8236

Cardegna, et al v. Buckeye Check, et al

Filed: 03/20/01
Assigned to: Judge Daniel T. K. Hurley
Jury demand: Defendant
Demand: $0,000
Nature of Suit: 890
Jurisdiction: Federal Question
Dkt # in 15 Judicial Circuit : is CL 01-1162AJ
Cause: 28:1441 Notice of Removal - Injunctive/Declaratory Relief

Date	No.	Docket Entry
03/20/01	1	NOTICE OF REMOVAL from: 15th Judicial Circuit FILING FEE $150.00 RECEIPT #714138 (pa) [Entry date 3/22/01]
03/27/01	2	MOTION by Buckeye Check to compel Arbitration, and to stay Proceeding (rh) [Entry date 03/28/01]
03/27/01	3	APPENDIX to: [2-1] motion to compel Arbitration by Buckeye Check (rh) [Entry date 03/28/01]
03/27/01	4	MOTION by Buckeye Check for protective order Staying Discovery until after resolution of

		Buckeye's Motion to Compel Arbitration (rh) [Entry date 03/28/01]
03/27/01	5	ANSWER to Complaint by Buckeye Check (Attorney John R. Hart) (rh) [Entry date 03/28/01]
		***
03/28/01	7	ORDER REMANDING CASE TO FIFTEENTH JUDICIAL CIRCUIT IN And FOR PALM BEACH COUNT, [*sic*] FLORIDA ADN [*sic*] CLOSING CASE: ORDER remanding case to Fifteenth Judicial Circuit in and for Palm Beach County, Florida and Closing file The Clerk of the court shall close the case, deny any pending motions as moot, and send a certified copy of this order to the Clerk of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida (signed by Judge Daniel T. K. Hurley on 3/27/01) CCAP [EOD Date: 3/30/01] (pa) [Entry date 03/30/01]

Fourth District Court of Appeal Case Docket

Case Number: 4D01-3549

Non-Final Civil Other Notice from Palm Beach County

BUCKEYE CHECK CASHING, INC. vs.
JOHN A. CARDEGNA, et al.

Lower Tribunal Case(s): CL 01-1162 AJ

Date Docketed	No.	Description
09/04/01	2	Notice of Appeal Filed
		***
10/01/01	8	Initial Brief on Merits
10/01/01	9	Appendix
		***
11/13/01	13	Motion For Cases to Travel Together
11/19/01	14	Grant Miscellaneous Motion
11/28/01	15	Appellee's Answer Brief
11/28/01	16	Appendix
		***
12/21/01	20	Appellant's Reply Brief
12/21/01	21	Appendix
		***
07/24/02	29	Reversed - Authored Opinion
08/08/02	30	Motion For Rehearing

08/08/02	31	Motion Suggest to Cert. Cause to S.C.
08/21/02	32	RESPONSE
09/04/02	33	ORD-Denying Rehearing
09/04/02	34	Deny Certification of Cause to S.C.
09/20/02	36	Mandate
10/03/02	37	NOTICE OF DISCRETN. JURISDICTN
10/04/02	38	Review Sent to Supreme Court
		***
04/07/05	43	Supreme Court Disposition
		***
04/08/05	45	Upon Mandate of the Supreme Court

Florida Supreme Court Case Docket

Case Number: SC02-2161 - Closed

JOHN A. CARDEGNA, ET AL. vs. BUCKEYE CHECK CASHING, INC., ETC.

Date Docketed	No.	Proceeding
10/07/02	1	NOTICE-DISCRETIONARY JURIS (DIRECT CONFLICT)
		***
10/17/02	4	JURIS INITIAL BRIEF
11/08/02	5	JURIS ANSWER BRIEF
		***
04/25/03	10	ORDER-OA&BRIEF SCHED/JURIS ACCEPTED
		***
05/23/03	23	MOTION-AMICUS CURIAE
06/06/03	24	INITIAL BRIEF-MERITS
		***
06/11/03	26	ORDER-AMICUS CURIAE GR
		***
06/11/03	28	MOTION-AMICUS CURIAE
		***
06/11/03	30	AMICUS CURIAE INITIAL BRIEF-MERITS
		***

06/18/03	35	RESPONSE
07/15/03	36	ANSWER BRIEF-MERITS
		***
07/21/03	38	AMICUS CURIAE ANSWER BRIEF-MERITS
07/29/03	39	ORDER-AMICUS CURIAE GR
		***
08/14/03	43	REPLY BRIEF-MERITS
		***
10/07/03	48	ORAL ARGUMENT HELD
		***
01/20/05	65	DISP-QUASHED & REMANDED

IN THE CIRCUIT COURT OF
THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

JOHN A. CARDEGNA,
and DONNA REUTER
individually and on behalf
of others similarly situated,

Plaintiffs, CASE NO:_____
CLASS REPRESENTATION

vs.

BUCKEYE CHECK CASHING, INC.
a foreign corporation, dba CHECKSMART,
BUCKEYE CHECK CASHING OF FLORIDA, INC.
a foreign corporation dba CHECKSMART
and UNKNOWN ENTITIES AND INDIVIDUALS

Defendants.

COMPLAINT AND DEMAND FOR JURY TRIAL
INJUNCTIVE RELIEF SOUGHT

Plaintiffs, John A. Cardegna ("Cardegna") and Donna Reuter ("Reuter") individually, and on behalf of others similarly situated ("members of the class" or "customers"), through the undersigned counsel, complaining against the Defendants, Buckeye Check Cashing, Inc. ("Buckeye of Ohio") and Buckeye Check Cashing of Florida Inc. ("Buckeye of Florida") (collectively "corporate defendants" or "Checksmart") and unknown entities and individuals (collectively "Defendants"), hereby state as follows:

INTRODUCTION

1. This is a class action brought pursuant to Rule 1.220 of the Florida Rules of Civil Procedure, arising out of a scheme under which the Defendants charged and collected from Plaintiffs and numerous others similarly situated, unconscionable, usurious interest rates for consumer loans through systematic and flagrant violations of state consumer protection laws. Defendants were not licensed to make consumer loans. Defendants, inter alia, illegally collected payment of monies from Plaintiffs and members of the class by directly and indirectly falsely threatening to pursue collection under Florida bad check laws. Plaintiffs seeks [*sic*] injunctive relief and the recovery of statutory damages, civil penalties, actual damages, compensatory damages, litigation expenses and costs and attorneys' fees.

2. Count I of this action alleges that Defendants violated Florida's Lending Practices Act, Chapter 687, Florida Statutes.

3. Count II of this action alleges that Defendants violated Florida's Consumer Finance Act, Chapter 516, Florida Statutes.

4. Count III of this action alleges that Defendants violated Florida's Deceptive and Unfair Trade Practices Act, Chapter 501, Consumer Protection Part II, Florida Statutes.

5. Count IV of this action alleges that Defendants violated Florida's Civil Remedies For Criminal Practices Act, Chapter 772 Florida Statutes.

JURISDICTION AND VENUE

6. This is an action for damages that exceeds $15,000.00.

7. Buckeye of Ohio and Buckeye of Florida are foreign corporations, qualified to do business in the State of Florida. Buckeye of Ohio's registered agent is Corporations Service Company, 1201 Hays St., Tallahassee, Florida 32301-2525. Buckeye of Florida's registered agent is James H. Frauenberg, 1916 Gulf To Bay Rd., Clearwater, Florida 33765. Checksmart

and unknown individuals and entities have knowingly engaged in the business of lending money to consumers at unconscionable usurious interest rates at a business location at 4647 Lake Worth Road, Lake Work, Florida and other locations in Florida.

8. The unknown entities and individuals are subject to the jurisdiction of this Court because they are doing business in the State of Florida, including Palm Beach County, by organizing, developing, managing, controlling, promoting, expanding and directing the unlawful activities of Checksmart. It is anticipated the identities of the unknown entities and individuals will be ascertained within a brief period of time through the discovery process, at which time Plaintiffs will file an appropriate Motion to Add Party Defendants with the Court.

THE PARTIES

9. Plaintiff Cardegna is an individual residing at 6064 Haddon Road, West Palm Beach, Florida 33417. Plaintiff Reuter is an individual residing at 1032 South A Street, Lake Worth, Florida 34950.

10. Defendants, Buckeye of Ohio and Buckeye of Florida, are foreign corporations, located at 6321 Ireland Drive, Dublin, Ohio 43016. Buckeye of Ohio is qualified to do business in Florida and Buckeye of Florida was established and qualified to do business in Florida for the purpose of engaging in the unlawful practices set forth hereinafter and conducting business as Checksmart and other names unknown to Plaintiff within the State of Florida.

11. Entities and individuals unknown to Plaintiffs conceived the idea to engage Checksmart in the business of making consumer loans under the guise of a "check cashing" scheme. Entities and individuals unknown to Plaintiffs organized, developed, controlled, promoted and expanded the unlawful activities of Checksmart and profited therefrom.

12. Unknown individuals incorporated Buckeye of Florida for an illegal purpose, and cannot therefore rely on its corporate shield to protect them for [*sic*] personal responsibility for their act or the acts of Buckeye of Florida.

13. Entities and individual defendants unknown to Plaintiffs have operated and participated in an illegal enterprise by imposing and collecting illegal and usurious interest from Plaintiffs and members of the class.

GENERAL ALLEGATIONS APPLICABLE TO ALL MEMBERS OF THE CLASS

14. Defendants through their various businesses and locations within the State of Florida engaged in a common course of illegal conduct by which, without a consumer loan license, Checksmart loaned money to consumers in exchange for a written document in the form of a personal check ("check") and an agreement to repay money in an amount larger than the borrower received within thirty days, usually within two weeks. This practice is commonly known as payday loans. Customers went to Defendants' businesses to obtain immediate cash for personal use. The same loan service was offered by Defendants and accepted by Plaintiffs and members of the class through a standardized procedure at each of Defendants' locations. Under the guise of what they falsely portrayed as a check cashing service, Defendants loaned money to hundreds, perhaps thousands of consumers in Florida at usurious rates over six (6) times greater than permitted by law.

15. Defendants perpetrated their illegal scheme upon those who used their services through the same methods, practices and procedures, namely (1) money lending transactions which Defendants call "deferred deposit" transactions and (2) "rollover" transactions whereby the "deferred deposit" loans are renewed, continued or extended in any manner.

16. In each initial "deferred deposit" transaction, Plaintiffs and members of the class, as the borrowers, gave Defendants as

lenders a "check" made payable to the borrower. The customer then agreed with Defendants that the face value of the "check" would be paid within a short period of time, usually within two weeks, but occasionally up to 30 days. Checksmart, in exchange for the "check," delivered to the Plaintiffs and other customers an amount less than the face value of the "check." The Defendants knew or reasonably should have known that this business practice constitutes a consumer loan under Florida law.

17. Defendants knew or reasonably should have known at the time the Plaintiffs and members of the class gave their "check" to Defendants that the document was merely evidence of debt, but was used by the Defendants in the nature of security to enforce collection of an unenforceable usurious loan in violation of Florida Statutes 687.04 and 687.071(7). Defendants knew or reasonably should have known that the Plaintiffs and members of the class borrowed money from Defendants because they did not have sufficient funds in the bank to cover the "check."

18. Under the ruse of charging Plaintiffs and the members of the class "service fees," Defendants in reality were charging interest for the use, forbearance or detention of money.

19. Each "check," as written, exceeded the amount of money that was given to the borrower by more than 10% of the loan. For example, in exchange for $150.00, Cardegna had to execute a "check" for $171.66 to be repaid in two weeks. The annual percentage rate ("APR") for the cost of credit to Cardegna for two weeks was 376.47%. The interest charged by Checksmart was called a "fee."

20. Plaintiffs and members of the class were solicited to repeat or extend their loans with Defendants within thirty days and usually within two weeks or less. In each such rollover transaction, once the customer paid the "fee," i.e. the interest, then Defendants would again forbear collection of the debt by

renewing or extending the loan. Defendants regularly permitted customers to obtain additional extensions, including multiple extensions, by paying the additional "fee" with each extension. Defendants employed a subterfuge to collect the rollover interest by requiring the borrower to execute new loan documents with each rollover, and requiring the borrower to pay the interest and principle [*sic*] with each rollover. The principle [*sic*] was immediately returned to borrower as a part of the transaction. The net effect was that the borrower repeatedly paid interest on the initial loan every pay period.

21. Defendants contemplated as part of its business practice that Plaintiffs and members of the class would not be financially able to cover their "check" when payment of the debt was due and would repeat or extend the loan.

22. Each "fee" payment on a rollover transaction was unconscionable, usurious, illegal and violative of the statutes set forth in this Complaint.

23. The unconscionable rate of interest charged by Defendants ranged upward from a 126 percent to 1,317% APR.

24. If customers did not redeem their "checks" by payment of the debt in full, or extend or rollover the debt by payment of an additional "fee," Defendants would deposit customers' "checks." If the "checks" did not clear on presentment, Defendants charged customers with delinquency and check collection charges and, directly and indirectly, threatened to prosecute customers for violations of the Florida law governing dishonored checks. Defendants knew or reasonably should have known that the "checks" did not have the legal effect of checks as defined by Florida Statutes; the "checks" were not payable on demand; the documents were merely evidence of the debt in the nature of a promissory note; that the agreement accompanying the loans, as defined by the Uniform Commercial Code, had created an extension of credit; and that

Plaintiffs and members of the class were not subject to the Florida law governing dishonored checks.

25. Defendants engaged in this course of conduct for the purpose of compelling Plaintiffs and members of the class to pay the usurious interest rate for the extension of credit and to renew or extend their loans.

26. Each loan transaction, including each rollover, was concluded in minutes at minimal cost to Defendants.

27. As a result of the Defendants' conduct the Plaintiffs and members of the class paid illegal, usurious interest.

28. Each class member was harmed in the same way having been falsely induced to enter into an agreement to borrow money and pay usurious, exorbitant and illegal interest rates to their severe detriment and damage.

29. Defendants were not licensed to make consumer loans in the State of Florida prior to the filing of this action.

30. Plaintiffs are advised and aver that Defendants have not, during the period of time material hereto, acted in good faith in reliance upon any duly and lawfully adopted order, declaratory statement or rule issued by the Florida Department of Banking and Finance.

ALLEGATIONS RELATING TO PLAINTIFF CARDEGNA'S TRANSACTIONS

31. In approximately May 1999, Plaintiff Cardegna began doing business with Checksmart at its business location at 2835 North Military Trail, West Palm Beach, Florida, 33405, because he needed money to pay personal bills. Cardegna believes and avers he initially borrowed $150.00 from Checksmart. The amount of his loans were gradually increased to $900.00. Checksmart required him to provide certain information and to sign a document referred to as a "Deferred Deposit and Disclosure Agreement" (see examples attached as Exhibit "A") and execute and deliver a paper document in the form of a

check payable to Checksmart, in an amount larger than the principal sum advanced. For example, in a transaction dated March 17, 2000, Cardegna wrote Checksmart a "check" for $171.66 and he received $150.00. Checksmart agreed to hold the "check" until March 31, 2000, his next payday. On March 30, 2000, Cardegna paid Checksmart $171.66, wrote Checksmart a "check" for $171.66, and Checksmart returned to Cardegna $150.00 of his money. The same loan transaction was repeated on April 13, 2000 and April 27, 2000. See Exhibit A.

32. Checksmart solicited Cardegna to extend or renew his loan, by paying the amount of the debt, pick up his old "check" and write a replacement "check." The new "check" was in the amount of the principle plus interest. Checksmart then returned to Cardegna the principle. For approximately a year Cardegna borrowed money and extended his loans by paying interest in excess of ten percent on each loan and each rollover, and by writing a new "check" each time. (See examples of "checks" and receipts attached with Composite Exhibit "A" hereto).

33. Although the loans to Cardegna were unsecured, Defendants used his "checks" in the nature of security to assure payment. Believing that if his "check" bounced, he would be in violation of the Florida bad check law, Cardegna paid the "fee" every two weeks, often ahead of other household bills.

34. Checksmart concealed the illegal interest charges and the true nature of the transactions.

35. Using the guise as a check casher, Checksmart compelled Plaintiff to pay unconscionable usurious interest rates on his loan. Checksmart knew or should have known that Plaintiff would not have sufficient funds on deposit at the time of the presentation of the "check" to cover the amount he received or the amount for which the paper was written; that the "check" was not payable on demand; that the obligation underlying the "check" was void, illegal and not enforceable as

the "check" was an instrument to carry out an usurious loan with an interest rate in excess of 45% per annum.

36. Documents signed by Cardegna and members of the Class (Exhibit "A) contain an arbitration clause that is void for illegality as an instrument to carry out a usurious loan scheme that is criminal in nature and the arbitration clause is also unenforceable as unconscionable and as a contract of adhesion in the context of a consumer lending transaction.

37. All documents in the possession of Cardegna or his counsel on which this action is brought are attached as Composite Exhibit "A." It is anticipated that additional documents supporting his claims will be obtained through discovery.

ALLEGATIONS RELATING TO PLAINTIFF REUTER'S TRANSACTIONS

38. In approximately May of 2000, Plaintiff Reuter began doing business with Checksmart at its business location at 4647/4649 Lake Worth Rd., Lake Worth, FL 33463, because she needed money to pay personal bills. Reuter, to the best of her recollection initially borrowed approximately $100.00 from Checksmart. The amount of the loan was gradually increased to $400.00. Checksmart required her to provide certain information and to sign a document referred to as a "Deferred Deposit and Disclosure and Disclosure Agreement" (see example attached to composite Exhibit "B") and execute and deliver a paper document in the form of a "check" payable to Checksmart, in an amount larger than the principal sum advanced. For example, the "check" for the $400.00 loan was written for the face amount of $449.44. Checksmart agreed with Reuter to hold the "check" until her next payday, approximately two weeks. In exchange for Reuter's "check," Checksmart advanced Reuter the loan principle. If Reuter did not have sufficient funds in the bank to cover the "check" within two weeks, Checksmart solicited and allowed her to

extend or renew her loan by paying the amount of the check. As part of the transaction, Checksmart would return Reuter's "check" and then rollover the loan by having Reuter write a new "check" in the amount of the principle plus interest. Checksmart then returned to Reuter the principle amount in Cash. For approximately five months Reuter rolled her debt approximately every two weeks by paying a "fee" in excess of ten percent fee [*sic*] for the two week loan and by writing a new "check" each time.

39. Checksmart concealed the illegal interest charges and the true nature of the transactions.

40. Using the guise of operating as a check casher, Checksmart compelled Reuter to pay unconscionable usurious interest rates on her loan. Checksmart knew or should have known that Reuter would not have sufficient funds on deposit to cover the "check," that the "check" was not payable on demand; and that the obligation underlying the "check" was void, illegal and not enforceable as the "check" was an instrument to carry out an usurious loan with an interest rate in excess of 45% per annum.

41. The document signed by Reuter and members of the Class (Exhibit "B") contains an arbitration clause that is void for illegality as an instrument to carry out a usurious loan scheme that is criminal in nature and the arbitration clause is also unenforceable for unconscionability and as a contract of adhesion in the context of a consumer lending transaction.

42. All documents in the possession of Reuter or her counsel on which this action is brought are attached as Composite Exhibit "B," it is anticipated that additional documents supporting her claims will be obtained through discovery.

CLASS REPRESENTATION ALLEGATIONS

43. Plaintiffs brings [*sic*] this class action on behalf of a class of hundreds, and potentially thousands of consumers who

were victimized by the Defendants' illegal course of conduct at its different business locations in the State of Florida. Plaintiffs and all class members were subjected to the same money lending scheme which Defendants perpetrated under the guise of operating as check casher, they were all harmed in the same manner, and they now seek to enforce the same rights and remedies under the same legal theories.

44. The class consists of all persons who received cash in exchange for a personal "check" from the Defendants and paid a "fee" as pat of its business in Florida from four years before the filing of this suit.

45. The class, which includes thousands of persons, is so numerous that separate joinder of all members is impracticable.

46. The claims of the representative party raises questions of law and fact common to the claims of each member of the class, which predominate over any questions affecting individual class members. The common questions of law are:

a. Whether Defendants' businesses were actually a loan operation and the fees charged and collected were interest;

b. Whether Defendants failed to disclose all material and necessary information to Plaintiffs and members of the class.

c. Whether Defendants' collection of interest in excess of two hundred and eighty percent per annum was unconscionable and violated the Florida lawful rate of interest, as set forth in Florida Statutes 516.01 *et seq.*;

d. Whether Defendants were properly licensed to engage in the consumer credit business pursuant to Florida Statutes 516.01 *et seq.*;

e. Whether Defendants violated the Florida Usury Statute, Florida Statutes, 687.03;

f. Whether Defendants violated the Florida Criminal Usury Statues, 687.071;

g. Whether Defendants are liable under Florida's Civil Remedies for Criminal Practices Act, Chapter 772 Florida Statutes.

h. Whether defendants are subject to the usury provisions of Florida Statutes, chapter 687 as a check cashing business.

47. The claims of Cardegna and Reuter are typical of the claims of each member of the class, which all arise from the same operative facts and are based on the same remedial or legal theories.

48. The Plaintiffs will fairly and adequately protect the interests of each member of the class. The Plaintiffs have common interests with unknown members of the class and intent to vigorously prosecute the interests of the class through qualified counsel. Plaintiffs have retained counsel who are experienced in handling class actions and consumer protection cases. Neither Plaintiffs nor Plaintiffs' counsel have any interests which might cause them not to vigorously pursue this action.

49. A class action is a superior method for the fair and efficient adjudication of this controversy. Most of the class members were and still may be unaware of the wrongs perpetrated against them or of their right to legal redress for those wrongs. Although the practices complained of are directed against financially desperate persons unable to protect their rights because individual litigation for such small claims is not economically feasible, Defendants derive large aggregate profits from the complained of violations, making a class action essential. Pursuant to Rule 1.220(b)(1), the prosecution of

separate actions by individual members of the class would create a risk of:

a. Inconsistent or varying adjudications concerning individual members of the class which would establish incompatible standards of conduct for a party opposing the class; and

b. Adjudications concerning individual members of the class which would, as a practical matter, be dispositive of the interest of other members of the class who are not parties to this adjudications [*sic*], or substantially impair or impede the ability of other members of the class who are not parties to the adjudications to protect their interest. In fact, individual members of the class cannot effectively litigate against Defendants or its representatives because of the costs incident thereto.

50. Pursuant to Rule 1.220(b)(2), the Defendants have acted on grounds that are specifically and generally applicable to each potential member of the class thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.

51. Pursuant to Rule 1.220(b)(3), the questions of law and fact common to the claims of the representative parties and the claims of each member of the class predominate over any questions of law or fact affecting only individual members. All potential class members are easily identifiable through appropriate discovery.

52. Not only is a class action superior to other available methods for the fair and efficient adjudication of this

controversy, but failure to utilize a class action could result in literally thousands of cases being filed in the various courts throughout the State of Florida and federal courts sitting in Florida.

53. After determinations of the legality of the Defendants' conduct, the Court can utilize a simple method of accounting to resolve all potential claims of the Plaintiffs and to resolve all potential claims of members of the class.

COUNT I
VIOLATION OF FLORIDA'S LENDING PRACTICES STATUTES, CHAPTER 687

54. Plaintiffs incorporates [*sic*] paragraphs one through fifty-three.

55. Defendants have made consumer loans to the Plaintiffs and class members in amounts less than $25,000.00.

56. Defendants have charged and collected exorbitant, unconscionable and usurious interest for the use of money, contrary to law.

57. Upon information and belief, Defendants were not licensed to engage in the business of providing consumer credit.

58. Defendants are and were at all relevant times in fact engaged in the business of making consumer loans and imposing and collecting loan charges which were interest.

59. Since Checksmart is not licensed, it is operating in violation of the law and since the interest charged by Defendants is 126% per annum or higher, it is operating in violation of the law.

60. Defendants engaged in unconscionable conduct by taking interest and loan charges in excess of the limitation fixed by 687.02, 687.03, 687.04, and 687.071, Florida Statutes.

61. By the willful and knowing making and renewing or extending loans of money to Plaintiffs and members of the class

as a check cashing service, and the willful and knowing charging and receiving interest at a rate exceeding 45% per annum, Defendants were committing acts of loan sharking or shylocking contrary to Florida Statute 687.071.

62. Unknown individual Defendants willfully and knowingly developed, implemented, controlled and participated in charges and collections of these usurious rates and profited therefrom and should be held personally liable.

63. Defendants are liable to Plaintiffs and members of the class in the sum of double the amount of interest reserved, taken or exacted, a refund of all principal payments made to Defendants, and Defendants must forfeit all unpaid interest and principal.

COUNT II
VIOLATION OF THE FLORIDA CONSUMER FINANCE ACT

64. Plaintiffs incorporate paragraphs one through sixty three.

65. Defendants engaged in the business of making consumer loans in an amount less than $25,000.00 at a rate of interest greater than the rate of interest permitted by law contrary to Florida Statutes, 516.01 *et seq*.

66. On information and belief, Defendants are not qualified and are not licensed by the Florida Department of Banking and Finance to make loans in an amount less than $25,000.00 as required by Florida Statutes, 516.02.

67. Defendants, its agents and employees, did directly and indirectly, by the devices, subterfuge and pretenses heretofore described, charge, contract for and receive a greater rate of interest than provided for by statute for loans in an amount of less than $25,000.00 against the public policy of the State of Florida.

68. Defendants misrepresented to Plaintiffs and class members that their "checks" could be deposited if customers did not pay the debt, or rollover the debt, exposing customers to bad check charges and other consequences of violations of the Florida bad check law; and misrepresented that the transactions were unsecured and at the same time used the "check" as security to enforce payment contrary to Florida Statute 516.07(e).

69. Defendants used unreasonable collection practices and false, deceptive and misleading advertising in connection with the operation of its business to make consumer loans in violation of Florida Statute 516.07(e).

70. Plaintiffs and members of the class were injured as a result of Defendants' violations. Defendants' loans are unenforceable. Plaintiffs and members of the class are entitled to a full refund of all loans collected by Defendants.

COUNT III
VIOLATION OF THE FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT

71. Plaintiffs incorporate paragraphs one through seventy.

72. Defendants engaged in false, misleading and deceptive advertising by statements that its business involved cashing a check for a fee, and when it was in fact lending money to consumers at an illegal rate of interest.

73. Defendants violated Florida Statutes, Chapter 501, Part II known as the Florida Deceptive and Unfair Trade Practices Act by intentionally and in bad faith misrepresenting to Plaintiffs and other class members that its money lending business was a deferred deposit type of check cashing business. Specifically these representations include the following:

a. Misrepresenting that loans were deferred deposit type of check cashing services;

b. Misrepresenting that its consumer debts could be collected by the use of the Florida bad check laws;

c. Failure to disclose the total interest rate being charged to borrowers by identifying part of the interest as "deferred deposit origination fee"; and

d. Misrepresenting that loan documents signed by customers were checks.

74. Defendants charged usurious rates in excess of six (6) times the rate permitted. Defendants' business practices contemplated that Plaintiffs and members of the class would not have sufficient funds to pay the principal and interest when due. Defendants expressly and impliedly threatened to charge bad check fees and to prosecute under the bad check law if the "checks" of Plaintiffs and members of the class were not honored on presentment for payment. These acts were unconscionable and unfair trade practices in violation of the Florida Deceptive and Unfair Trade Practices Act.

75. By engaging in specific conduct alleged in the preceding counts of Plaintiffs' Complaint, Defendants committed and continue to commit unfair and deceptive acts and practices in violation of the Florida Deceptive and Unfair Trade Practices Act, Florida Statutes 501.202 *et seq*., including but not limited to:

a. causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval and/or certification of service;

b. causing likelihood of confusion or of misunderstanding as to the affiliation, connection, association with or certification by another;

c. using deceptive representations in connection with services;

d. representing that services have approval, characteristics, uses and/or benefits that they do not have;

e. representing that services are of a particular standard and quality when they are not;

f. advertising services with intent not to provide as advertised;

g. engaging in fraudulent conduct which creates the likelihood of confusion or of misunderstanding;

h. engaging in conduct which had the intended effect of misleading Plaintiffs and members of the class regarding the nature of services.

76. Defendants are liable for unlawful interest paid as actual damages sustained for each consumer transaction, injunctive relief, attorneys' fees and costs by Florida Statute 501.211 for their willful, malicious, intentional and/or wrongful acts.

COUNT IV

CIVIL REMEDIES FOR CRIMINAL PRACTICES ACT

77. Plaintiffs incorporate paragraphs 1 through 77.

78. Defendants Buckeye of Ohio and Buckeye of Florida and unknown Defendants have formed an association in fact through continuing coordinated conduct including establishment of procedures and management of the unlawful loan business described herein and collection of unlawful debts [as defined in F.S. § 772.103(2)(a)3], which is an enterprise, as that term is defined in Florida Statutes § 772.102(3).

79. *Alternatively*, Defendant, Buckeye of Ohio was an "enterprise" as that term is defined in Florida Statutes § 772.102(3) until such time as Buckeye of Florida began conducting the Florida "deferred deposit" transactions of Buckeye of Ohio and thereafter Buckeye of Florida became the "enterprise."

80. From January 1996 to the present, Defendants engaged in collection of unlawful debt by lending money to Plaintiff and other class members at a criminally usurious rate under Florida law.

81. The collection or attempt to collect the unlawful debt from Plaintiff and other class members was incurred in connection with the enterprise's business of lending money and was unenforceable in whole or in part under Florida laws.

82. Defendants received proceeds derived, directly or indirectly, through the collection of unlawful debt (as defined in F.S. § 772.103(2)(a)3), and used or invested the income, directly or indirectly, to establish, operate and expand the unlawful lending business of the association in fact enterprise, in violation of Florida Statutes § 772.103(1).

83. *Or alternatively*, Unknown Defendants received proceeds, directly or indirectly, through the collection of unlawful debt (as defined in F.S. § 772.103(2)(a)3) and used or invested the income, directly or indirectly, to establish, operate and expand the unlawful lending business of the Buckeye of Ohio enterprise, in violation of Florida Statutes § 772.103(1); and Unknown Defendants and Buckeye of Ohio received proceeds derived, directly or indirectly, through the collection of unlawful debt (as defined in F.S. § 772.103(2)(a)3) and used or invested the income, directly or indirectly, to establish, operate and expand the unlawful lending business of Buckeye of Florida after it became the enterprise, in violation of Florida Statutes violation of [*sic*] § 772.103(1);

84. Defendants, through the collection of unlawful debt (as defined in F.S. § 772.103(2)(a)3) have, directly or indirectly, acquired or maintained an interest in, or control of, the association in fact enterprise, in violation of Florida Statutes § 772.103(2).

85. *Or alternatively,* Unknown Defendants through the collection of unlawful debt (as defined in F.S. § 772.103(2)(a)3), have, directly or indirectly, acquired or maintained an interest in, or control of the Buckeye of Ohio enterprise, in violation of Florida Statutes § 772.103(2)(a)3), have, directly or indirectly, acquired or maintained an interest in, or control of Buckeye of Florida after it became the enterprise, in violation of Florida States § 772.103(3).

86. Defendants were employed by or associated with the association in fact "enterprise" and conducted such enterprise's affairs and obtained income from such enterprise through collection of unlawful debt (as defined in F.S. § 772.103(2)(a)3), from Plaintiff and other class members in violation of Florida Statutes § 772.103(3).

87. *Or alternatively,* Unknown Defendants have associated with the Buckeye of Ohio enterprise and conducted such enterprise's affairs and obtained income from such enterprise through a pattern of collection of unlawful debt (as defined in F.S. § 772.103(2)(a)3), from Plaintiff and other class members in violation of Florida Statutes § 772.103(3); and Unknown Defendants and Buckeye of Ohio have associated with Buckeye of Florida since it became the enterprise and conducted such enterprise's affairs and obtained income from such enterprise through a pattern of collection of unlawful debt (as defined in F.S. § 772.103(2)(a)3), from Plaintiff [*sic*] and other class members in violation of Florida Statutes § 772.103(3).

88. Defendants Buckeye of Ohio and Buckeye of Florida and unknown persons conspired or endeavored to violate Florida Statutes 772.103(1), (2) and (3) by entering into an

agreement to participate in a scheme to create and operate an enterprise to engage in the collection of unlawful debt (as defined by F.S. § 772.103(2)(a)3), all in violation of Florida Statutes 772.103(4).

89. Plaintiff [*sic*] and members of the class have been injured (in the form of usurious interest paid or charged) by Defendants through the collection of unlawful debt, as set out in paragraphs 77 through 88 above.

90. The association in fact being the enterprise, Defendants are liable to Plaintiffs and members of the class for treble damages cumulative to any other remedy, plus costs and attorneys' fees for their violations of Florida Statutes § 772.103 as set out in paragraphs 77 through 88 above; *or in the alternative*, Unknown Defendants are liable to Plaintiffs and members of the class for treble damages cumulative to any other remedy, plus costs and attorneys' fees for their violations of Florida Statutes § 772.103 as set out in paragraphs 77 through 88 above during the period of time that Buckeye of Ohio was the enterprise and Unknown Defendants and Buckeye of Ohio are liable to Plaintiffs and members of the class for treble damages cumulative to any other remedy, plus costs and attorneys' fees for their violations of Florida Statutes § 772.103 as set out in paragraphs 77 through 88 above during the period of time that Buckeye of Florida was the enterprise.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request the following relief:

a) That the Court make a determination as soon as practicable certifying that this action may proceed as a class action and that the named Plaintiffs may represent the class;

b) That Plaintiffs and members of the class have injunctive relief against the Defendants prohibiting them from continuing to engage in the illegal conduct as alleged;

c) The Defendants be ordered to cease their efforts to collect monies from Plaintiffs and class members;

d) Pursuant to Florida Statutes Chapter 687 and Chapter 516, the transactions between Plaintiffs and members of the class and Defendants be declared void and Plaintiffs and members of the class be awarded all sums paid to Defendants, including but not limited to principal, double interest, and any other fees, including collection costs paid, for each and every transaction;

e) Pursuant to the Florida Deceptive and Unfair Trade Practices Act, Florida Statutes Chapter 501, Part II, that Plaintiffs and members of the class be awarded actual damages, attorneys' fees and costs;

f) Pursuant to the claims under Florida Statutes 772, Plaintiffs and members of the class be awarded treble damages supplemental to damages awarded under any other claim, costs and attorneys' fees;

g) The Plaintiffs and members of the class be awarded expenses, costs, pre-judgment and post-judgment interest;

h) Plaintiffs and members of the class be granted any other relief that the Court may deem appropriate.

JURY TRIAL DEMANDED

Plaintiffs herein demands [*sic*] a jury trial on all issues so triable.

/s/

One of Plaintiffs' Attorneys
E. Clayton Yates
LAW OFFICE OF E. CLAYTON YATES, P.A.
205 South Second Street
Fort Pierce, FL 34950
Tel:561/465-7990
Fax:561/465-1886

Florida Bar No: 0398720

JOHN R. NEWCOMER
FBN: 143380
CHRISTOPHER C. CASPER
FBN: 048320
JAMES, HOYER, NEWCOMER, & SMILJANICH, P.A.
4830 West Kennedy Blvd.
Suite 147
Tampa, Florida 33609
813/286-4100
813/286-4174

Richard A. Fisher
LOGAN, THOMPSON, MILLER, BILBO, THOMPSON & FISHER, PC
30 2nd Street
P.O. Box 191
Cleveland, TN 37364-0191
423/ 476-2251
423/ 472-0211

R. KEVIN FISHER
LAW OFFICE OF R. KEVIN FISHER
12424 Wilshire Blvd., Suite 770
Los Angeles, CA 90025
310/820-0772

COUNSEL FOR PLAINTIFFS

BEST AVAILABLE COPY

Buckeye Check Cashing INC.
dba CHECKS$MART
Deferred Deposit and Disclosure Agreement

Today's Date 10-28-99
Name: John A Cardegna
Address: 6064 Adalaide Rd
City: Wms State: FL Zip: 33417
Social Security Number: 262-15-1634

Borrower
Home Phone: 640 7566
Work Phone:
Weekly Net Income:

Check$mart Licensed State of Florida
Deferred Deposits made are subject to State of Florida Authority

#260

19

Itemization of Amount Financed	Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments
	The cost of your credit as a yearly rate.	Deferred Deposit origination fee plus interest amount	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments
1. Actual Cash You Receive: 500.00				
2. Total Finance Charge: 60.55				
3. Total Note Amount: 560.55	35.73%	$ 60.53	$ 500.00	$ 560.55

(Month) (Day)

Security: Unsecured

Payment Schedule: One Payment in the amount of $ 560.55 Due on 11/11/99.

Promise to Pay: You promise to pay the Deferred Deposit (total of payments, plus any other permitted charge) to the order of Check$mart according to the terms stated herein

Refund for Payment: If, after the first month of the contract, the Deferred Deposit is repaid in full before the final installment payment date, any unearned interest for the unexpired period of the Deferred Deposit contract that follows the date of payment in full will be refunded according to the sum of the digits method sometimes called the "Rule of 78ths," according to applicable law

Finance Charge: The Finance Charge consists of interest and fee only. If interest on this Deferred Deposit is not precomputed, the Finance Charge is computed on outstanding unpaid principal balances on the basis that installments shall have been paid according to the contract. Delinquency will increase the Finance Charge as the contract rate is computed on actual unpaid balances on the amount financed for the actual time outstanding

Prepayment: You may repay this contract in full at any time. However you agree to pay a minimum finance charge of $ as allowed by Florida law, if you pay this contract off before Check$mart has earned that much in Finance Charges with in the first month

Check Collection Charges: You will be charged for any check collection charges made by a financial institution for each check returned or dishonored for any reason upon the same terms and conditions upon which check collection charges are made by the financial institution.

Other Deferred Deposit Transactions: Do you have any deferred deposit transactions outstanding to any deferred deposit service business? Initial ___ YES or ___ NO. If the answer is yes, do you have more than one (1) deferred deposit transactions outstanding? Initial ___YES or ___NO. If the answer is no, what is the face value of the outstanding deferred deposit transaction? $ _____

Other Terms: This contract cannot be assumed by third party without the written consent of Check$mart

CHECKS WILL BE DEPOSITED ON THE DUE DATE ABOVE. TO GUARANTEE AVAILABILITY, CHECKS MUST BE PICKED UP PRIOR TO THIS DUE DATE.

BANKRUPTCY: I DO NOT INTEND TO INCLUDE THIS CHECK IN ANY BANKRUPTCY PROCEEDING. I AM NOT CURRENTLY FILING AND DO NOT ANTICIPATE FILING BANKRUPTCY.

THE FEE CHARGE FOR A DEFERRED DEPOSIT TRANSACTION IS A SERVICE FEE AND NOT INTEREST. THIS DISCLOSURE IS PROVIDED TO YOU PURSUANT TO THE FEDERAL TRUTH IN LENDING ACT, 15 U.S.C. 1601 ET SEQ. AND THE REGULATIONS PROMULGATED THEREUNDER, IN PARTICULAR REGULATION Z, 12 CFR PART 226. THE SERVICE FEES CHARGED FOR THE DEFERRED DEPOSIT TRANSACTION ARE INCLUDED IN THE CALCULATION OF AN ANNUAL PERCENTAGE RATE. THIS DOCUMENT IS FOR DISCLOSURE PURPOSES ONLY AND DOES NOT AFFECT THE CHARACTER OF THE FEES UNDER FLORIDA LAW

I have signed this Deferred Deposit agreement on the date below and acknowledge that I have read it, understand it, and that I have received a complete copy of it.

Borrower's signature John A Cardegna Date 10-28-99

"WARNING: THE RATE OF INTEREST CHARGED ON THIS DEFERRED DEPOSIT AGREEMENT IS HIGHER THAN THE AVERAGE RATE OF INTEREST CHARGED BY FINANCIAL INSTITUTIONS ON SUBSTANTIALLY SIMILAR LOANS."

Customer Service Representative: Please, check the following:

- ☐ Does the customer have a prior Deferred Deposit? Verify that the prior Deferred Deposit has been paid (check has cleared).
- ☐ Verify that the customer's current home and work phone numbers are written above.
- ☐ Update the Customer Information Screen on the Answers System, including your initials and today's date.
- ☐ Verify that the check is written for the total amount of the Deferred Deposit.
- ☐ Verify that the weekly income shown above is not less than the total amount of the Deferred Deposit.
- ☐ Verify that the date the check is written for today's date.
- ☐ Verify that deposit date is the customer's next payday or the following day.

SEE REVERSE FOR STORE LOCATIONS

95

[illegible]

[illegible]

[illegible]

Buckeye Check Cashing INC.
dba CHECKS$MART
Deferred Deposit and Disclosure Agreement

Today's Date

Borrower

Name

Address

Home Phone

City State Zip

Work Phone

Social Security Number

Weekly Net Income

Check$mart Licensed State of Florida

Deferred Deposits made are subject to State of Florida Authority

Itemization of Amount Financed	Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments
1. Actual Cash You Receive	The cost of your credit as a yearly rate	Deferred Deposit origination fee plus interest amount	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments
2. Total Finance Charge	%	$	$	$
3. Total Note Amount				

(Month) (Day)

Security Unsecured

Payment Schedule One Payment in the amount of $ Due on

Promise to Pay: You promise to pay the Deferred Deposit (total of payments, plus any other permitted charge) to the order of Check$mart according to the terms stated herein

Refund for Payment: If, after the first month of the contract, the Deferred Deposit is repaid in full before the final installment payment date, any unearned interest for the unexpired period of the Deferred Deposit contract that follows the date of payment in full will be refunded according to the sum of the digits method sometimes called the "Rule of 78ths," according to applicable law

Finance Charge: The Finance Charge consists of interest and fee only. If interest on this Deferred Deposit is not precomputed, the Finance Charge is computed on outstanding unpaid principal balances on the basis that installments shall have been paid according to the contract. Delinquency will increase the Finance Charge as the contract rate is computed on actual unpaid balances on the amount financed for the actual time outstanding

Prepayment: You may repay this contract in full at any time. However you agree to pay a minimum finance charge of $ as allowed by Florida law, if you pay this contract off before Check$mart has earned that much in Finance Charges with in the first month

Check Collection Charges: You will be charged for any check collection charges made by a financial institution for each check returned or dishonored for any reason upon the same terms and conditions upon which check collection charges are made by the financial institution

Other Terms: This contract cannot be assumed by third party without the written consent of Check$mart

CHECKS WILL BE DEPOSITED ON THE DUE DATE ABOVE. TO GUARANTEE AVAILABILITY, CHECKS MUST BE PICKED UP PRIOR TO THIS DUE DATE.

BANKRUPTCY: I DO NOT INTEND TO INCLUDE THIS CHECK IN ANY BANKRUPTCY PROCEEDING. I AM NOT CURRENTLY FILING AND DO NOT ANTICIPATE FILING BANKRUPTCY.

THE FEE CHARGE FOR A DEFERRED DEPOSIT TRANSACTION IS A SERVICE FEE AND NOT INTEREST. THIS DISCLOSURE IS PROVIDED TO YOU PURSUANT TO THE FEDERAL TRUTH IN LENDING ACT, 15 U.S.C. 1601 ET SEQ. AND THE REGULATIONS PROMULGATED THEREUNDER, IN PARTICULAR REGULATION Z, 12 CFR PART 226. THE SERVICE FEES CHARGED FOR THE DEFERRED DEPOSIT TRANSACTION ARE INCLUDED IN THE CALCULATION OF AN ANNUAL PERCENTAGE RATE. THIS DOCUMENT IS FOR DISCLOSURE PURPOSES ONLY AND DOES NOT AFFECT THE CHARACTER OF THE FEES UNDER FLORIDA LAW

I have signed this Deferred Deposit agreement on the date below and acknowledge that I have read it, understand it, and that I have received a complete copy of it.

Borrower's signature Date 5-11-2011

"WARNING: THE RATE OF INTEREST CHARGED ON THIS DEFERRED DEPOSIT AGREEMENT IS HIGHER THAN THE AVERAGE RATE OF INTEREST CHARGED BY FINANCIAL INSTITUTIONS ON SUBSTANTIALLY SIMILAR LOANS."

Customer Service Representive: Please, check the following

- ☐ Does the customer have a prior loan? Verify that the prior loan has been paid (check has cleared)
- ☐ Verify that the customer's home and work phone numbers are written above
- ☐ Update the Customer Information Screen on the Answers system, including your initials and today's date
- ☐ Verify that the check is written for the total amount of the loan
- ☐ Verify that the weekly income shown above is not less than the total amount of the loan
- ☐ Verify that the date the check is written for is the date that the check will be deposited
- ☐ Verify that deposit date is the customer's next payday or the following day

SEE REVERSE FOR STORE LOCATIONS

TERMS AND CONDITIONS

1. Arbitration Disclosure. By signing this Agreement, you agree that if a dispute of any kind arises out of this Agreement or your application therefore or any instrument relating thereto (than either you or we or third-parties involved can choose to have that dispute resolved by binding arbitration as set forth in Paragraph 2 below. If arbitration is chosen, it will be conducted with the American Arbitration Association (the "AAA") pursuant to the AAA's Commercial Arbitration Rules. If you have any questions concerning the AAA or if you wish to obtain a copy of the AAA's Commercial Arbitration Rules, you may call (800) 339-4777 or visit http://www.adr.org on the World Wide Web.

2. Arbitration Provisions. Any claim, dispute or controversy (whether in contract, tort or otherwise, whether pre-existing, present, or future, and including statutory, common law, intentional tort and equitable claims) arising from or relating to this Agreement or application for this transaction or advertisements, promotions or oral or written statements relating to this Agreement or the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third- parties who are not signatories to this Agreement or this Arbitration Provision), or the validity, enforceability or scope of this Arbitration Provision or the entire Agreement (collectively "Claim"), shall be resolved, upon the election of you or us or said third-parties, by binding arbitration pursuant to this Arbitration Provision and the Commercial Arbitration Rules in effect at the time the Claim is filed. A party who has asserted a claim in a lawsuit in court may elect arbitration with respect to any claim(s) subsequently asserted in that lawsuit by any other party or parties. The Commercial Arbitration Rules may be obtained by calling the phone number or visiting the web site identified in Paragraph 1 above; provided, however, that if for any reason the AAA is unable or unwilling or ceases to serve as arbitration administrator, an equivalent national arbitration organization utilizing a similar code of procedure will be substituted by us. There shall be no authority for any claims to be arbitrated on a class action basis. Further, an arbitration can only decide our or your Claim and may not consolidate or join the claims of other persons who may have similar claims. Any participatory arbitration hearing that you attend will take place in the federal judicial district of your residence. At your written request, we will advance the first $50 of the filing and hearing fees for any Claim which you may file against us. The arbitrator will decide whether we or you will ultimately be responsible for paying any fees in connection with the arbitration. Unless inconsistent with applicable law, each party shall bear the expense of their respective attorney's, experts and witness fees, regardless of which party prevails in the arbitration. This arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. Sections 1-16. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized by law. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction. This Arbitration Provision shall survive satisfaction of your contractual obligations and termination of this Agreement. If any portion of this Arbitration Provision is deemed invalid or unenforceable under the FAA, it should not invalidate the remaining portions of this Arbitration Provision.

3. Customer's Representations. By signing the Agreement, you hereby represent and warrant, and acknowledge Licensee's reliance thereon, that all information provided in your credit application and contained in this Agreement is true and correct. You further represent and warrant that you are not a debtor under any proceeding in bankruptcy, insolvency, or reorganization and that you have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code on or before the Payment Due Date.

4. Authorization to Verify Information. By signing this Agreement, you hereby authorize us and our agents to verify the information contained in your credit application or contained in this agreement through any source, including our accessing your bank account information to verify whether funds are available to pay your Check, our obtaining your credit report, and our obtaining your check-writing history from any consumer information database.

5. Dishonored Check Fee. If, for any reason, your bank dishonors your Check and it is returned to us unpaid, you agree to pay us a dishonored check fee in the amount of $ 30.00.

6. Department of Banking and Finance. Should you have any question regarding this agreement, you may contact the Office of Comptroller, Department of Banking and Finance, The Fletcher Building, Suite 636, 101 East Gaines Street, Tallahassee, Florida 32399-0350, Phone number (850) 410-9370.

REVIEWED AND AGREED.

Customer Initials _____

Date _____

TAMPA / CLEARWATER

- 1916 Gulf to Bay Boulevard., Clearwater,FL 33765
- 7644 Park Boulevard., Pinellas Park,FL 33781
- 319 North Dale Mabry Highway., Tampa,FL 33609

WEST PALM BEACH

- 2835 N Military Trail., West Palm Beach,FL 33409
- 795 Northlake Blvd., North Palm Beach.,FL 33408
- 4647/ 4649 Lake Worth Road., Lake Worth,FL 33463

Buckeye Check Cashing INC.
dba CHECKS$MART
Deferred Deposit and Disclosure Agreement

V

Today's Date 05/12/00

Borrower

Name DONNA, REUTER

Address 1832 S A STREET APT B

City LAKE WORTH State FL Zip 33460

Home Phone 4935029

Work Phone 7126535

Social Security Number 173582830

Weekly Net Income

Check$mart Licensed State of Florida

Deferred Deposits made are subject to State of Florida Authority

#176

(189)

Itemization of Amount Financed	Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments
1 Actual Cash You Receive. 300.00	The cost of your credit as a yearly rate	Deferred Deposit origination fee plus interest amount	This amount of credit provided to you or on your behalf	The amount you will have paid after you have made all payments
2 Total Finance Charge. 38.33	333.11 %	$ 38.33	$ 300.00	$ 338.33
3 Total Note Amount 338.33				

Security Unsecured

Payment Schedule One Payment in the amount of $ 338.33 Due on (Month) 5/26 (Day) 00

Promise to Pay: You promise to pay the Deferred Deposit (total of payments plus any other permitted charges) to the order of Check$mart according to the terms stated herein.

Refund for Payment: If, after the first month of the contract, the Deferred Deposit is repaid in full before the final installment payment date, any unearned interest for the unexpired period of the Deferred Deposit contract that follows the date of payment in full will be refunded according to the sum of the digits method sometimes called the "Rule of 78ths," according to applicable law.

Finance Charge: The Finance Charge consists of interest and fee only. If interest on this Deferred Deposit is not precomputed, the Finance Charge is computed on outstanding unpaid principal balances on the basis that installments shall have been paid according to the contract. Delinquency will increase the Finance Charge as the contract rate is computed on actual unpaid balances on the amount financed for the actual time outstanding.

Prepayment: You may repay this contract in full at any time. However you agree to pay a minimum finance charge of $ as allowed by Florida law, if you pay this contract off before Check$mart has earned that much in Finance Charges with in the first month.

Check Collection Charges: You will be charged for any check collection charges made by a financial institution for each check returned or dishonored for any reason upon the same terms and conditions upon which such check collection charges are made by the financial institution.

Other Terms: This contract cannot be assumed by third party without the written consent of Check$mart.

CHECKS WILL BE DEPOSITED ON THE DUE DATE ABOVE. TO GUARANTEE AVAILABILITY, CHECKS MUST BE PICKED UP PRIOR TO THIS DUE DATE.

BANKRUPTCY: I DO NOT INTEND TO INCLUDE THIS CHECK IN ANY BANKRUPTCY PROCEEDING. I AM NOT CURRENTLY FILING AND DO NOT ANTICIPATE FILING BANKRUPTCY.

THE FEE CHARGE FOR A DEFERRED DEPOSIT TRANSACTION IS A SERVICE FEE AND NOT INTEREST. THIS DISCLOSURE IS PROVIDED TO YOU PURSUANT TO THE FEDERAL TRUTH IN LENDING ACT, 15 U.S.C. 1601 ET SEQ. AND THE REGULATIONS PROMULGATED THEREUNDER, IN PARTICULAR REGULATION Z, 12 CFR PART 226. THE SERVICE FEES CHARGED FOR THE DEFERRED DEPOSIT TRANSACTION ARE INCLUDED IN THE CALCULATION OF AN ANNUAL PERCENTAGE RATE. THIS DOCUMENT IS FOR DISCLOSURE PURPOSES ONLY AND DOES NOT AFFECT THE CHARACTER OF THE FEES UNDER FLORIDA LAW.

I have signed this Deferred Deposit agreement on the date below and acknowledge that I have read it, understand it, and that I have received a complete copy of it.

Borrower's signature _____ Date 05/12/00

05/12/00

"WARNING: THE RATE OF INTEREST CHARGED ON THIS DEFERRED DEPOSIT AGREEMENT IS HIGHER THAN THE AVERAGE RATE OF INTEREST CHARGED BY FINANCIAL INSTITUTIONS ON SUBSTANTIALLY SIMILAR LOANS."

Customer Service Representative Please check the following

- ☐ Does the customer have a prior loan? Verify that the prior loan has been paid (check has cleared)
- ☐ Verify that the customer's home and work phone numbers are written above
- ☐ Update the Customer Information Screen on the Answers system, including your initials and today's date
- ☐ Verify that the check is written for the total amount of the loan
- ☐ Verify that the weekly income shown above is not less than the total amount of the loan
- ☐ Verify that the date the check is written for is the date that the check will be deposited
- ☐ Verify that deposit date is the customer's next payday or the following day

SEE REVERSE FOR STORE LOCATIONS

ADDITIONAL TERMS AND CONDITIONS

1. Arbitration Disclosure. By signing this Agreement, you agree that if a dispute of any kind arises out of this Agreement or your application therefore or [illegible] than either you or we or third-parties involved can choose to have that dispute resolved by binding arbitration as set forth in Paragraph 2 below. If arbitration is chosen, it will be conducted with the American Arbitration Association (the "AAA") pursuant to the AAA's Commercial Arbitration Rules. If you have any questions concerning the AAA or if you wish to obtain a copy of the AAA's Commercial Arbitration Rules, you may call (800) 891-4741 or visit http --www.adr.org o.- the Wund Wide Web

2. Arbitration Provisions. Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether pre-exis[illegible] [illegible] including statutory, common law, intentional tort, and equitable claims) arising from or relating to this Agreement or [illegible] or advertisements, promotions, or oral or written statements relating to this Agreement or the relationships which [illegible] (including, to the full extent permitted by applicable law, relationships with third- parties who are not signatories to this Agreement or this Arbitration Provision) or the validity, enforceability, or scope of this Arbitration Provision or the entire Agreement (collectively "Claim"), shall be resolved upon the election of you or us or said third-parties, by binding arbitration pursuant to this Arbitration Provision and the Commercial Arbitration Rules in effect at the time the Claim is filed. A party who has asserted a claim in a lawsuit in court may elect arbitration with respect to any claim(s) subsequently asserted in that lawsuit by any other party or parties. The Commercial Arbitration Rules may be obtained by calling the phone number or visiting the web site identified in Paragraph 1 above; provided, however, that if for any reason the AAA is unable or unwilling or ceases to serve as arbitration administrator, an equivalent national arbitration organization utilizing a similar code of procedure will be substituted by us. There shall be no authority for any claims to be arbitrated on a class action basis. Further, an arbitration can only decide our or your Claim and may not consolidate or join the claims of other persons who may have similar claims. Any participatory arbitration hearing that you attend will take place in the federal judicial district of your residence. At your written request, we will advance the first $50 of the filing and hearing fees for any Claim which you may file against us. The arbitrator will decide whether we or you will ultimately be responsible for paying any fees in connection with the arbitration. Unless inconsistent with applicable law, each party shall bear the expense of their respective attorney's, experts, and witness fees, regardless of which party prevails in the arbitration. This arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. Sections 1-16. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statues of limitations and shall honor claims of privilege recognized by law. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction. This Arbitration Provision shall survive satisfaction of your contractual obligations and termination of this Agreement. If any portion of this Arbitration Provision is deemed invalid or unenforceable under the FAA, it should not invalidate the remaining portions of this Arbitration Provision.

3. Customer's Representations and Warranties. By signing the Agreement, you hereby represent and warrant, and acknowledge Licensee's reliance there on, that all information contained in your credit appecation and contained in this Agreement is true and correct. You further represent and warrant that you are not a debtor under any proceeding in bankruptcy, insolvency, or reorganization and that you have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code on or before the Payment Due Date.

4. Authorization to Verify Information. By signing this Agreement, you hereby authorize us and our agents to verify the information contained in your credit application or contained in this agreement through any source, including our accessing your bank account information to verify whether funds are available to pay your Check, our obtaining your credit report, and our obtaining your check-writing history from any consumer information database.

5. Dishonored Check Fee. If, for any reason, your bank dishonors your Check and it is returned to us unpaid, you agree to pay us a dishonored check fee in the amount of $ 30.00.

6. Department of Banking and Finance. Should you have any question regarding this agreement, you may contact the Office of Comptroller, Department of Banking and Finance, The Fletcher Building, Suite 636, 101 East Gaines Street, Tallahassee, Florida 32399-0350, Phone number (850) 410-9370.

REVIEWED AND AGREED

Customer Initials _____

Date 05-12-00

TAMPA / CLEARWATER

- 1916 Gulf to Bay Boulevard., Clearwater,FL 33765
- 7644 Park Boulevard., Pinellas Park,FL 33781
- 319 North Dale Mabry Highway., Tampa,FL 33609

WEST PALM BEACH

- 2835 N Military Trail., West Palm Beach,FL 33409
- 795 Northlake Blvd., North Palm Beach.,FL 33408
- 4647/ 4649 Lake Worth Road., Lake Worth,FL 33463

Buckeye Check Cashing INC.
dba CHECKS$MART
Deferred Deposit and Disclosure Agreement

Today's Date _____ Borrower

Name _____

Address _____ Home Phone _____

City _____ State _____ Zip _____ Work Phone _____

Social Security Number _____ Weekly Net Income _____

CheckSmart Licensed State of Florida

Deferred Deposits made are subject to State of Florida Agency

266

189

Itemization of Amount Financed	Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments
	The cost of your credit as a yearly rate	Deferred Deposit origination fee plus interest amount	The amount of credit provided to you or on your behalf	The amount you will have paid after you have made all payments
1 Actual Cash You Receive _____	_____ %	$ _____	$ _____	$ _____
2 Total Finance Charge _____				
3 Total Note Amount _____				

(Month) (Day)

Security Unsecured

Payment Schedule One Payment in the amount of $ _____ Due on _____

Promise to Pay: You promise to pay the Deferred Deposit (total of payments, plus any other permitted charges) to the order of Check$mart according to the terms stated herein.

Refund for Payment: If, after the first month of the contract, the Deferred Deposit is repaid in full before the final installment payment date, any unearned interest for the unexpired period of the Deferred Deposit contract that follows the date of payment in full will be refunded according to the sum of the digits method sometimes called the "Rule of 78ths," according to applicable law.

Finance Charge: The Finance Charge consists of interest and fee only. If interest on this Deferred Deposit is not precomputed, the Finance Charge is computed on outstanding unpaid principal balances on the basis that installments shall have been paid according to the contract. Delinquency will increase the Finance Charge as the contract rate is computed on actual unpaid balances on the amount financed for the actual time outstanding.

Prepayment: You may repay this contract in full at any time. However you agree to pay a minimum finance charge of $ 49.44 as allowed by Florida law if you pay this contract off before Check$mart has earned that much in Finance Charges with in the first month.

Check Collection Charges: You will be charged for any check collection charges made by a financial institution for each check returned or dishonored for any reason upon the same terms and conditions upon which check collection charges are made by the financial institution.

Other Terms: This contract cannot be assumed by third party without the written consent of Check$mart.

CHECKS WILL BE DEPOSITED ON THE DUE DATE ABOVE. TO GUARANTEE AVAILABILITY, CHECKS MUST BE PICKED UP PRIOR TO THIS DUE DATE.

BANKRUPTCY: I DO NOT INTEND TO INCLUDE THIS CHECK IN ANY BANKRUPTCY PROCEEDING. I AM NOT CURRENTLY FILING AND DO NOT ANTICIPATE FILING BANKRUPTCY.

THE FEE CHARGE FOR A DEFERRED DEPOSIT TRANSACTION IS A SERVICE FEE AND NOT INTEREST. THIS DISCLOSURE IS PROVIDED TO YOU PURSUANT TO THE FEDERAL TRUTH IN LENDING ACT, 15 U.S.C. 1601 ET SEQ. AND THE REGULATIONS PROMULGATED THEREUNDER, IN PARTICULAR REGULATION Z, 12 CFR PART 226. THE SERVICE FEES CHARGED FOR THE DEFERRED DEPOSIT TRANSACTION ARE INCLUDED IN THE CALCULATION OF AN ANNUAL PERCENTAGE RATE. THIS DOCUMENT IS FOR DISCLOSURE PURPOSES ONLY AND DOES NOT AFFECT THE CHARACTER OF THE FEES UNDER FLORIDA LAW.

I have signed this Deferred Deposit agreement on the date below and acknowledge that I have read it, understand it, and that I have received a complete copy of it.

Borrower's signature _____ Date _____

"WARNING: THE RATE OF INTEREST CHARGED ON THIS DEFERRED DEPOSIT AGREEMENT IS HIGHER THAN THE AVERAGE RATE OF INTEREST CHARGED BY FINANCIAL INSTITUTIONS ON SUBSTANTIALLY SIMILAR LOANS."

Customer Service Representive: Please check the following

- ☐ Does the customer have a prior loan? Verify that the prior loan has been paid (check has cleared)
- ☐ Verify that the customer's home and work phone numbers are written above
- ☐ Update the Customer Information Screen on the Answers system, including your initials and today's date
- ☐ Verify that the check is written for the total amount of the loan
- ☐ Verify that the weekly income shown above is not less than the total amount of the loan
- ☐ Verify that the date the check is written for is the date that the check will be deposited
- ☐ Verify that deposit date is the customer's next payday or the following day

SEE REVERSE FOR STORE LOCATIONS

ADDITIONAL TERMS AND CONDITIONS

1. Arbitration Disclosure. By signing this Agreement, you agree that if a dispute of any kind arises out of this Agreement or your application therefore or any instrument relating thereto, then either you or we or third-parties involved can choose to have that dispute resolved by binding arbitration as set forth in Paragraph 2 below. If arbitration is chosen, it will be conducted with the American Arbitration Association (the "AAA") pursuant to the AAA's Commercial Arbitration Rules. If you have any questions concerning the AAA or if you wish to obtain a copy of the AAA's Commercial Arbitration Rules, you may call (800) 891-4741 or visit http://www.adr.org on the World Wide Web.

2. Arbitration Provisions. Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether pre-existing, present, or future, and including statutory, common law, intentional tort, and equitable claims) arising from or relating to this Agreement or application for this transaction or advertisements, promotions, or oral or written statements relating to this Agreement or the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third- parties who are not signatories to this Agreement or this Arbitration Provision) or the validity, enforceability or scope of this Arbitration Provision or the entire Agreement (collectively "Claim"), shall be resolved, upon the election of you or us or said third-parties, by binding arbitration pursuant to this Arbitration Provision and the Commercial Arbitration Rules in effect at the time the Claim is filed. A party who has asserted a claim in a lawsuit in court may elect arbitration with respect to any claim(s) subsequently asserted in that lawsuit by any other party or parties. The Commercial Arbitration Rules may be obtained by calling the phone number or visiting the web site identified in Paragraph 1 above; provided, however, that if for any reason the AAA is unable or unwilling or ceases to serve as arbitration administrator, an equivalent national arbitration organization utilizing a similar code of procedure will be substituted by us. There shall be no authority for any claims to be arbitrated on a class action basis. Further, an arbitration can only decide our or your Claim and may not consolidate or join the claims of other persons who may have similar claims. Any participatory arbitration hearing that you attend will take place in the federal judicial district of your residence. At your written request, we will advance the first $50 of the filing and hearing fees for any Claim which you may file against us. The arbitrator will decide whether we or you will ultimately be responsible for paying any fees in connection with the arbitration. Unless inconsistent with applicable law, each party shall bear the expense of their respective attorney's, experts' and witness fees, regardless of which party prevails in the arbitration. This arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. Sections 1-16. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized by law. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction. This Arbitration Provision shall survive satisfaction of your contractual obligations and termination of this Agreement. If any portion of this Arbitration Provision is deemed invalid or unenforceable under the FAA, it should not invalidate the remaining portions of this Arbitration Provision.

3. Customer's Representations and Warranties. By signing the Agreement, you hereby represent and warrant, and acknowledge Licensee's reliance thereon, that all information contained in your credit application and contained in this Agreement is true and correct. You further represent and warrant that you are not a debtor under any proceeding in bankruptcy, insolvency, or reorganization and that you have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code on or before the Payment Due Date.

4. Authorization to Verify Information. By signing the Agreement, you hereby authorize us and our agents to verify the information contained in your credit application or contained in this agreement through any source, including our accessing your bank account information to verify whether funds are available to pay your Check, our obtaining your credit report, and our obtaining your check-writing history from any consumer information database.

5. Dishonored Check Fee. If, for any reason, your bank dishonors your Check and it is returned to us unpaid, you agree to pay us a dishonored check fee in the amount of $ 30.00.

6. Department of Banking and Finance. Should you have any question regarding this agreement, you may contact the Office of Comptroller, Department of Banking and Finance, The Fletcher Building, Suite 636, 101 East Gaines Street, Tallahassee, Florida 32399-0350, Phone number (850) 410-9370.

REVIEWED AND AGREED

Customer Initials DLP

Date 09-02-00

TAMPA / CLEARWATER

- 1916 Gulf to Bay Boulevard., Clearwater,FL 33765
- 7644 Park Boulevard., Pinellas Park,FL 33781
- 319 North Dale Mabry Highway., Tampa,FL 33609

WEST PALM BEACH

- 2835 N Military Trail., West Palm Beach,FL 33409
- 795 Northlake Blvd., North Palm Beach.,FL 33408
- 4647/ 4649 Lake Worth Road., Lake Worth,FL 33463